

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

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SEP 6 - 1996

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

In the Matter of )  
 )  
Implementation of the Local )  
Competition Provisions in the )  
Telecommunications Act of 1996 )  
 )  
Interconnection Between Local )  
Exchange Carriers and Commercial )  
Mobile Radio Service Providers )

CC Docket No. 96-98

CC Docket No. 95-185

REQUEST FOR A STAY PENDING JUDICIAL REVIEW

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SUMMARY

The Commission's First Report and Order, FCC 96-325 (released Aug. 8, 1996) conflicts, and cannot be reconciled, with the basic command of the Telecommunications Act of 1996 that the terms for network interconnection be set by "negotiation" of a "binding agreement" between the parties. By prescribing a set of default interconnection prices, and by granting would-be interconnectors the right to pick and choose freely, term by term, from the provisions of any previously negotiated agreement, the Commission has destroyed any opportunity for true negotiations or binding agreements. Only a stay of the Commission's Order pending judicial review can prevent irreparable harm to U S WEST Communications, Inc., U S WEST, Inc.'s incumbent local exchange carrier, as the structure of the new local telephone service marketplace is cemented. The four-factor test applied to stay requests clearly favors granting a stay in this case.

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REQUEST FOR A STAY PENDING JUDICIAL REVIEW

U S WEST, Inc. respectfully submits this application for a stay pending judicial review of the rules promulgated in the Commission's First Report and Order, FCC 96-325, released August 8, 1996.

INTRODUCTION

U S WEST agrees with GTE Corporation and Southern New England Telephone Company that a stay should issue in this proceeding. See Joint Motion of GTE and SNET for Stay Pending Judicial Review, filed August 28, 1996. As GTE and SNET explain, the Commission has nullified a pro-competitive statute by imposing a set of rules that are anti-competitive, anti-investment, and confiscatory. U S WEST submits this separate application to emphasize one important point: the provisions in the Order for (a) default proxy pricing and (b) term-by-term "most favored nation" rights for each would-be interconnector are wholly inconsistent with the Act's explicit requirement that

terms for interconnection be set by negotiation of a "binding agreement" between the parties. If the Order is not stayed, the opportunity for meaningful private negotiation -- a process that is highly desirable in the public interest and a cornerstone of the new Telecommunications Act of 1996 -- will be irretrievably lost.

The Communications Act, as amended by the 1996 Act, requires all incumbent local exchange carriers ("LECs") to interconnect with their would-be competitors. Voluntary negotiation is the first step and the heart of the process for setting terms of interconnection. The Order, however, prescribes a set of default prices that a would-be interconnector can get by holding out for arbitration; even worse, it grants each would-be interconnector the unilateral right to pick and choose, term by term, from the provisions of any interconnection agreement the LEC enters into with any other would-be interconnector, and to do so even after the negotiation and arbitration process has been completed. In addition to giving the interconnector a walkaway right that is wholly inconsistent with the statutory requirement of "binding agreement[s]," those rules would make negotiations impossible: on the one hand, a would-be interconnector would have no incentive to agree to any terms less favorable than the default terms; on the other hand, U S WEST's incumbent LEC, U S WEST Communications, Inc. ("USWC"), obviously could not afford to make any concession whatever, since the would-be interconnector would not be bound by the term it agreed to in return, and other

would-be interconnectors could seize the concession without offering anything in return at all.

If the Commission does not stay the Order, the opportunity for true negotiated agreements, tailored to the parties' plans and circumstances as Congress intended, will be forever lost. The statutory negotiation period is now running in numerous cases. All parties are making complex plans and preparations. Later vacation of the Commission's Order could not restore the opportunity that exists now for negotiation that, as Congress clearly understood, will best reflect the interests of the parties and of the public. Accordingly, a stay of the Commission's Order and rules pending judicial review is necessary to avoid irreparable harm to USWC and other LECs, and in the public interest.

#### FACTUAL BACKGROUND

In order to foster competition in the local telephone service marketplace, the Communications Act requires all existing LECs to interconnect with their new competitors. 47 U.S.C. § 251(a)(1). Congress provided that the terms of interconnection would be set, to the greatest extent possible, in contractual arrangements reached by voluntary negotiations between the parties. § 252; see also S. Rep. No. 23, 104th Cong., 1st Sess. 19 (1995).

Section 252 of the Act sets forth the precise process by which incumbent LECs and new entrants to the market will reach interconnection agreements. Upon receiving a request for interconnection or network services, "an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier" governing the prices, terms, and conditions of interconnection. § 252(a)(1) (emphasis added). Both an incumbent LEC and a would-be interconnector are under an explicit duty to negotiate in good faith. § 251(c)(1). The carriers may bargain for any terms and rates they choose "without regard to the standards set forth in subsections (b) and (c) of section 251"; that is, without being bound by the federal technical, quality, and pricing standards for interconnection. § 252(a)(1). Either party to the negotiations may ask a state commission to mediate any differences between them, § 252(a)(2), but the state regulator may act only as a facilitator.

If the carriers are unable to negotiate a voluntary agreement on all issues within 135 days after a request for interconnection, either party may petition the appropriate state commission "to arbitrate any open issue." § 252(b)(1) (emphasis added). Arbitration supplements, and does not trump, voluntary negotiations; issues previously agreed upon in negotiations are not "open" and may not be disturbed. The state arbitrator may address only the particular issues identified as "open" in the petition for arbitration and response thereto. § 252(b)(4)(A). Any interconnection agreement, whether arrived at by voluntary

negotiation or arbitration, must then be submitted to the state commission for approval. § 252(e).

There are sound reasons why the entire statutory scheme is "intend[ed] to encourage private negotiation of interconnection agreements." S. Rep. No. 23, 104th Cong., 1st. Sess. 19 (1995). Such a system of flexible, voluntary, and case-by-case negotiations allows interconnecting carriers to settle on the most efficient and appropriate terms given their own plans and the particular circumstances they face, just as unregulated enterprises do in a free market. The hallmark of this process is the freedom to tailor individual interconnection arrangements to the parties' specific needs. The Commission's return to a system imposing terms from above by rule, and rigidly providing the same terms (through the "most favored nation" requirements) for every network element for every customer regardless of circumstances, is utterly inconsistent with the Act's philosophy.

Two aspects of the Commission's rules would guarantee that the system of voluntary negotiation and situation-specific arbitration outlined in the Communications Act cannot operate as Congress intended. First, the Commission's Order establishes a system of default proxy prices to be employed by state regulators in the arbitration process (at least until states have conducted their own cost studies). Order ¶ 767 et seq. If the parties do not agree to a price for interconnection on their own, the arbitrator may impose the one adopted by the Commission, so at

least one party will always have an incentive to hold out. Moreover, the Commission expressly recognized that "[t]he default proxies we establish will, in most cases, serve as presumptive ceilings." Id. ¶ 768.

Second, the Commission's Order permits requesting carriers "to choose among individual provisions contained in publicly filed interconnection agreements." Id. ¶ 1310.<sup>1/</sup> After an LEC reaches agreement with one carrier, and that agreement is approved by the applicable state commission, any other requesting carrier may demand and receive one, some, or all of the same terms, regardless of whether the circumstances leading to the respective contracts are the same. The requesting carrier therefore may pick and choose among individual provisions from a number of different contracts, one here and one there, and may then impose them all on the LEC. Id. ¶ 1314. Furthermore, the Commission has directed that all interconnecting carriers are entitled to so-called "most favored nation" status, such that "any requesting carrier may avail itself of more advantageous

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<sup>1/</sup> The Commission tries to justify this rule under § 252(i) of the Act, which provides that a LEC must make "any interconnection, service, or network element" available to a requesting carrier "under the same terms and conditions" as those contained in any agreement previously approved under § 252. This statutory requirement, however, differs from the Commission's rule in two critical respects. First, § 252(i) only authorizes a would-be interconnector to acquire the same services on the entire set of terms and conditions agreed to by the first requesting carrier. Each term of an integrated agreement necessarily is a condition of the others. Second, the statute nowhere provides that a would-be interconnector is free to walk away once it has entered into a "binding agreement" with an LEC.

terms and conditions subsequently negotiated by any other carrier for the same individual interconnection, service or element." Id. ¶ 1316 (emphasis added). That is, the requesting carrier may unilaterally impose a term that is less favorable to the LEC after an agreement has been reached and without reopening the bargaining process. A contract negotiated between a requesting carrier and a LEC is not really a contract at all: the requesting carrier is simply not bound by its terms; it is a one-way trap for the LEC, which is doubly bound by whatever it agrees to, because any other carrier can avail itself of any concession the LEC may have made.

As a practical matter, the setting of default prices, and the "most favored nation" rules that allow competing carriers unilaterally to pick and choose favorable individual contract terms, would make bargaining over the terms of interconnection impossible. On the one hand, a competing carrier obviously will never agree to a price with an incumbent LEC that is less favorable to it than the Commission's default price because that carrier will know that it may be able to secure the default price by holding out for arbitration. In addition, the competing carriers are well served to "roll the dice" in arbitration since, even if they do not fare well, they can always take advantage of a better result achieved by another competing carrier. Conversely, the LEC cannot afford to make any concession on any individual term in exchange for a concession by the requesting carrier on another issue, because the item-by-item "most favored

nation" provisions would make that concession available to all other carriers, who need not be similarly situated and will have no obligation to offer the other end of the original bargain. Meaningful negotiations cannot occur under these conditions.

USWC is currently negotiating with 35 different requesting carriers over the terms of interconnection. The corrosive effects of the Commission's rules are already being felt in those proceedings.

USWC ordinarily seeks to negotiate terms of individual agreements to account for the requesting carrier's particular needs, as well as those of USWC and its network. As a result, no two interconnection agreements should be the same. See attached Affidavit of Frank Hatzenbuehler (September 6, 1996) ¶ 5. If it were not for the Commission's default pricing provision, the prices in any given agreement would vary depending on factors including traffic volume, geography, technical complexity, and other terms and conditions agreed to with the particular carrier. USWC would be willing to make concessions in open negotiations on a particular issue in exchange for offsetting benefits from the other carrier on another issue, so as to make the overall agreement more desirable both to the parties and in respect to the public interest. Id. ¶ 6.

The Commission's rules obliterate this flexibility in the interconnection negotiations. By prescribing exhaustive standards for virtually every aspect of the agreements

contemplated by the Communications Act, the Commission's rules are controlling the outcome of USWC's ongoing talks with requesting carriers concerning interconnection. The effect of the Order will inevitably be to prevent parties from agreeing to prices other than the default prices set by the Commission. Id.

¶ 7. And because of the "most favored nation" provisions of the Commission's Order, which allow an interconnecting carrier to pick and choose terms it prefers from other agreements even after it has entered into its own agreement, no agreement is ever binding. Moreover, USWC cannot afford to make concessions in one agreement because they will be imposed in other agreements without any quid pro quo. USWC and potential interconnectors simply cannot engage in productive negotiations after the Commission has promulgated rules that remove any incentive for -- indeed penalize -- good faith bargaining by either side. Id.

¶ 8.

Once interconnection arrangements are in place pursuant to the Commission's Order, it will not be possible to undo the damage the Order is causing now. The ongoing swift transformation of the local phone service marketplace is being dictated not by the needs of the LECs and requesting carriers, as Congress intended, but instead by the uniform rules imposed by the Commission. Id.

¶ 9. As time passes, and complex interconnection planning is dictated by the Commission's rules, it will become impossible ever to return to a meaningful bargaining process, even if the Commission's Order is later

vacated as contrary to law. It will not be possible to revisit the hundreds of issues whose terms were effectively dictated by the Commission's rules. It is especially unrealistic to think that, after agreements are in place with numerous requesting carriers, USWC will be able to restart negotiations from scratch and consider the full range of options that would have been possible had the parties originally come to a bargaining table where true negotiation could take place. It will also be impractical, if the Commission's Order is later vacated, for USWC to recover the costs of reconfiguring its network infrastructure to meet the terms imposed by the Commission's Order. Id. ¶ 10.

#### ARGUMENT

The Commission considers four factors in deciding whether to grant a stay of administrative action: (1) the likelihood that the party seeking the stay will prevail on the merits; (2) the likelihood of irreparable injury to the party seeking the stay, absent such relief; (3) the possibility of substantial harm to other parties if relief is granted; and (4) the public interest in granting the stay. E.g., In re Deferral of Licensing of MTA Commercial Broadband PCS, PP No. 93-253, Memorandum Opinion and Order, FCC 96-139 (released Apr. 1, 1996) (citing Washington Metropolitan Transit Comm'n v. Holiday Tours, Inc., 559 F.2d 841 (D.C. Cir. 1977)). Each of the four factors supports granting a stay of the Commission's Order because voluntary negotiations between individual carriers over the

prices and terms of interconnection are the foundation of sections 251 and 252 of the Act, and those negotiations cannot proceed as contemplated by Congress if the Commission's rules take effect.

I.           A PETITION FOR REVIEW IS LIKELY TO SUCCEED ON THE MERITS BECAUSE THE COMMISSION'S ORDER CONTRAVENES THE ACT'S REQUIREMENT THAT INTERCONNECTION BE ACHIEVED THROUGH VOLUNTARY NEGOTIATED AGREEMENTS

The Commission's rules directly conflict with the bedrock principle of the Act's interconnection provisions: voluntary, flexible, case-by-case negotiations of binding agreements. By providing a detailed set of default terms that States should apply in arbitration, and by allowing competing carriers unilaterally to impose any term a LEC has negotiated or may in the future negotiate with another carrier, the rules abort the negotiation process. They are therefore invalid.

The Commission's default pricing levels remove any incentive for a requesting carrier to negotiate with a LEC concerning prices since, as a practical matter, the would-be interconnector has a presumptive price ceiling, the default price. In the absence of such default rules, requesting carriers might agree to a higher interconnection price than the Commission's price in exchange for more beneficial provisions in other areas of the contract relationship; the LEC might similarly agree to a lower price under appropriate conditions. The Commission's rules now preempt such discussion about pricing

because they effectively impose a price to which all LECs must agree. If a LEC insists on a higher price in negotiations, the requesting carrier will simply wait for the default proxy to be imposed by the arbitrator. The LEC will similarly hold out for the default price if the prospective interconnector's proposal is lower. The Commission itself has acknowledged this distorting effect, recognizing that the rules "may serve as a de facto floor or set of minimum standards that guide the parties" in the negotiations required by the Act. Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC 96-98, Notice of Proposed Rulemaking, FCC 96-182, ¶ 20 (released Apr. 19, 1996).

The Commission's "most favored nation" rules, which allow requesting interconnectors to pick and choose the most beneficial provisions of any preceding contract with a LEC on an item-by-item basis, will similarly frustrate the negotiation process. In a normal commercial bargaining process resulting in an integrated agreement carefully tailored to the precise circumstances at hand, parties may make concessions in one area in exchange for benefits in another. Indeed, the Commission has recognized in another context that a negotiated package of interrelated services is based on tradeoffs between terms, that such a package is fundamentally different from individual services purchased independently, and that the services comprising the package are not "like" those individual services. See, e.g., In the Matter of AT&T Communications Revisions to

Tariff F.C.C. No. 12, CC Docket No. 87-568, Memorandum Opinion and Order on Remand, FCC 91-333, ¶¶ 18, 27-28 (released Nov. 22, 1991), aff'd, Competitive Telecommunications Ass'n v. FCC, 998 F.2d 1058, 1062-63 (D.C. Cir. 1993).

Such comprehensive negotiation is not possible under the Commission's "most favored nation" rules. Under those rules, a LEC's concession on an individual term makes the benefit of the concession automatically available to all other requesting carriers. It does not matter under the Commission's rules whether the two contracts are intended to address similar interconnection relationships. If a LEC agrees to a particular term once, it effectively agrees to that term for all interconnection contracts.

Moreover, the Commission has directed that all interconnection agreements contain implied "most favored nation" clauses that allow the carriers obtaining interconnection -- for however long those agreements last -- to change the individual terms of their agreements unilaterally to take advantage of any better price or term that any later interconnector secures, whether through negotiation or arbitration. A requesting carrier may impose such a price or term before or after it enters into an agreement with a LEC. The Commission recognized one practical effect of this "pick and choose" method of contract formation: "[i]n practical terms, this means that a carrier may obtain access to individual elements such as unbundled loops at the same

rates, terms, and conditions as contained in any approved agreement." Order ¶ 1314. A further effect is that a requesting carrier is not bound by any contract. Meaningful negotiations cannot occur in such an environment.

Sections 251 and 252 of the Act require incumbent LECs and competing carriers to enter into interconnection agreements formed through a process of voluntary bilateral commercial negotiation. The Commission's Order would prevent USWC from doing precisely what the Act requires. Given this clear conflict, it is likely that USWC's petition for review of the Commission's Order will be successful.

II. USWC WOULD SUFFER IRREPARABLE HARM ABSENT A STAY  
BECAUSE THE COMMISSION'S RULES WOULD MAKE NEGOTIATION  
UNDER THE ACT IMPOSSIBLE

The Commission's rules fixing prices, terms, and conditions of interconnection remove those issues from the bargaining table, leaving virtually no room for private negotiations. USWC therefore is unable to tailor its individual interconnection arrangements to the particular situation of each relationship with a requesting carrier. This destruction of USWC's statutory right to conduct voluntary interconnection negotiations free from the influence of presumptive terms dictated by the Commission's rules in itself constitutes an irreparable injury. Cf. Carson v. American Brands, Inc., 450 U.S. 79, 87-88 & n.14 (1981) (interlocutory appeal justified when the district court's refusal to enter a proposed consent decree

caused the potentially irreparable harm of "denying the parties the right to compromise their dispute on mutually agreeable terms").

Even if the Commission's rules are later struck down on judicial review, it will be impossible in practice to revisit the hundreds of issues in both negotiated and arbitrated interconnection agreements whose terms will have been dictated by the Commission's default pricing and "most favored nation" rules. Furthermore, once the parties have made costly changes to their operations and network infrastructure based on these tainted agreements, business reality means that it will be costly to go back and alter them if the rules are found to be invalid. LECs and requesting carriers alike necessarily will have constructed their business plans on the Commission's terms. These interconnection relationships are extremely complex, and a stay is necessary at this crucial formative stage before they are irreparably cemented. USWC is currently engaged in negotiations over numerous interconnection agreements. Absent immediate relief, USWC's interconnection relationships, and indeed the entire path of the industry-wide restructuring mandated by the Act, will be irrevocably altered.

III. THE BALANCE OF HARMS AND THE PUBLIC INTEREST FAVOR GRANTING A STAY


Comparison of the public interest and potential harms to other interested parties, on balance, clearly favors a stay. Sections 251 and 252 of the Act embody Congress' considered judgment that the public's interest in robust competition among providers of local telephone service is best furthered through the private, situation-specific negotiation of interconnection agreements. The Commission's rules and inflexible prices will prevent carriers from negotiating interconnection with each other on terms that are more advantageous than the defaults, or that are better suited to the specific circumstances than those negotiated for a different contract. The public interest will be damaged by the Commission's wholesale evisceration of the Act's deregulated system.

On the other hand, a stay will not harm requesting interconnectors, other LECs, or members of the public because the schedule of private negotiation and arbitration under the Act will continue unfettered. Congress entrusted the implementation of the new framework for local telephone service to private negotiations between the parties, and those negotiations would simply proceed under the terms of the statute absent the Commission's detailed rules controlling each aspect of the bargaining process.

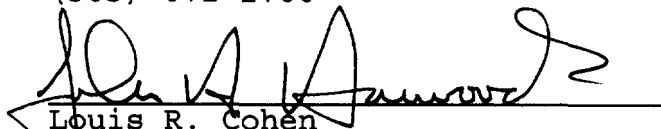
CONCLUSION

For the foregoing reasons, U S WEST respectfully requests that the Commission stay the implementation of the rules promulgated in the Order pending judicial review. U S WEST filed a petition for review of the Order in the United States Court of Appeals for the District of Columbia Circuit on September 5, 1996. Should the Commission not rule on this request for a stay within ten days, U S WEST reserves the right to treat such a lack of decision as a denial, and to seek a stay from the Court of Appeals. In addition, U S WEST also may exercise its rights to participate in proceedings initiated by GTE and SNET in the Court of Appeals.

Respectfully submitted,

  
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STATE OF COLORADO )  
 )  
COUNTY OF DENVER )

1. I am the Vice President of Markets Regulatory Strategy for U S WEST Communications, Inc. ("U S WEST Communications"). In this position I have responsibility for interconnection arbitration proceedings and am intimately familiar with U S WEST Communications' interconnection negotiations and arbitration proceedings.

2. Attached to this affidavit as Exhibit 1 is a list of all ongoing negotiations for interconnection, access to unbundled network elements, or resale to which U S WEST Communications is a party.

3. Attached to this affidavit as Exhibit 2 is a list of all ongoing arbitrations concerning requests for interconnection, access to unbundled network elements, or resale to which U S WEST Communications is a party.

4. Under the Telecommunications Act of 1996, U S WEST Communications is currently negotiating with over 35 different requesting carriers over the terms of interconnection. The corrosive effects of the Federal Communications Commission's rules promulgated in its First Report and Order on August 8, 1996, are already being felt in those proceedings. Two aspects of the Commission's Order are particularly harmful to

negotiations: The default pricing provisions and the so-called "most favored nation" requirements.

5. U S WEST Communications ordinarily seeks to negotiate terms of individual agreements to account for the requesting carrier's particular needs, as well as those of U S WEST Communications and its network. As a result, no two interconnection agreements should be identical in terms of facilities, services and price.

6. The terms in any given interconnection agreement would normally vary depending on factors including traffic volume, geography, technical complexity, and other terms and conditions agreed to with the particular carrier. If it were not for the Commission's "most favored nation" rules, U S WEST Communications would be willing to make concessions in open negotiations on a particular issue in exchange for offsetting benefits from the other carrier on another issue, so as to make the overall agreement more desirable both to the parties and in respect to the public interest.

7. The effect of the Commission's Order, even before the rules take effect on September 30, 1996, has been to inhibit negotiation of prices higher than the default prices set by the Commission. In effect, the Commission has imposed a price to which all LECs must agree, because if U S WEST Communications proposes a higher price in negotiations, the requesting carrier can simply wait for the default proxy to be imposed by the arbitrator. Several carriers have requested that State Commissions remove price issues from the arbitration process altogether and rely entirely on the default prices.

8. Because the "most favored nation" provisions of the Commission's Order, which allow an interconnecting carrier to pick and choose terms it prefers from other agreements even after it has entered into its own agreement, no agreement is ever binding. Thus, U S WEST Communications cannot negotiate a price with an interconnecting carrier because that price will not be binding in the interconnecting carrier. Moreover, U S WEST Communications cannot afford to make concessions in one agreement because they might be imposed in other agreements without any *quid pro quo*. If U S WEST Communications agrees to a particular term once, it effectively agrees to that term for all interconnection agreements.

9. U S WEST Communications and potential interconnectors simply cannot engage in productive negotiations after the Commission has promulgated rules that remove any incentive for -- indeed penalize -- good faith bargaining by either side. As a result, the swift transformation of the local telephone service marketplace is being dictated not by the needs of the



EXHIBIT 1

Current Negotiations

<u>Carrier</u>	<u>States</u>	<u>Date of Request</u>
Access LD		6/24/96
ACSI	AZ, NM	3/6/96
Ameritech	IA, MN	3/25/96
AT&T	AZ, CO, IA, OR, MN, NE, WA, UT	3/1/96
AT&T	ID, MT, NM, ND, SD, WY	6/20/96
Beaver Creek	OR	5/21/96
Brooks Fiber	NM	3/27/96
Call America		5/1/96
C-COMM	All	4/30/96
CF Comm	MN	5/3/96
Choice Tel	MN	9/4/96
Citizenstelecom	AZ, CO, ID, OR, NM, WA, UT	5/9/96
Cox Comm	AZ, NE	8/2/96
Dakota DTI	SD	3/21/96
Dakota DTS	SD	4/29/96
ECI	OR	7/2/96
ELI	AZ, OR, WA, UT	3/18/96
First Tel	IA, MN, NE, ND, SD	4/10/96
Frontier	MN, Others	6/6/96
GST	AZ, ID, NM, OR, WA	4/26/96
ICG	CO	2/23/96

## EXHIBIT 1 (cont'd)

<u>Carrier</u>	<u>States</u>	<u>Date Arbitration Filed</u>
Intn'l Telecom	WA	4/29/96
MCImetro	All	3/26/96
McLeod	MN	5/31/96
McLeod	IA, SD, ND	7/29/96
MFS	AZ, CO, MN, OR, WA	2/7/96
Mid-Rivers	MT	8/20/96
NTI	MN	9/5/96
NW Internet	WA, OR	7/24/96
Phoenix FL	UT	3/28/96
	ID	8/30/96
POPP	MN	3/15/96
Preferred Carrier	All	8/21/96
Shared Comm	OR	6/24/96
Silver Star	WY	8/28/96
Sprint	All	4/15/96
Starcom Intrnl.	WA	4/4/96
TCG	AZ, WA, CO, NE, OR	2/8/96
Telephone Exprs	AZ, CO, ID, OR, MT, NM, UT, WA, WY	7/26/96
US Long Distance	Interconnect OR, WA; Resale All States	8/21/96
U S Network	All	2/7/96
Value Com	Resale IA	9/3/96
WinStar Wireless	WA	6/21/96